



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda - Final

### Equitable Growth & Housing

*Chairperson, Mark Jeffreys*  
*Vice Chair, Victoria Parks*  
*Councilmember, Meeka Owens*  
*Councilmember, Jeff Cramerding*  
*Councilmember, Anna Albi*  
*Vice Mayor, Jan-Michele Kearney*  
*Councilmember, Scotty Johnson*  
*Councilmember, Seth Walsh*  
*Councilmember Evan Nolan*

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Tuesday, September 9, 2025

1:00 PM

Council Chambers, Room 300

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#### AGENDA

1. [202501589](#) **REPORT**, dated 9/4/2025, submitted Sheryl M. M. Long, City Manager, regarding the Housing Application Program Interface (API) Feasibility. (Reference Document # 202500632)  
  
**Sponsors:** City Manager  
**Attachments:** [Report](#)
  
2. [202501568](#) **ORDINANCE**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **MODIFYING** Chapter 871, "Landlord-Tenant Relations," of the Cincinnati Municipal Code by **AMENDING** Section 871-3, "Definitions," and **ORDAINING** new Section 871-17, "Retaliation Prohibited," to protect tenants and tenant organizations against retaliation for reporting hazardous or substandard living conditions and advocating regarding their tenancy.  
  
**Sponsors:** Owens  
**Attachments:** [Transmittal](#)  
[Ordinance](#)

#### ADJOURNMENT

September 4, 2025

To: Mayor and Members of City Council

202501589

From: Sheryl M. M. Long, City Manager

Subject: **Housing Application Program Interface (API) Feasibility**

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### **Reference Document #202500632**

The Council at its session on March 25, 2025, referred the following item for review and report.

**MOTION**, submitted by Vice Mayor Jan Michele Lemon-Kearney, **WE MOVE** that the administration prepare a Report within sixty (60) days concerning the feasibility of an Application Program Interface (API) to scan the web, find apartment listings and update itself. The report should consider the following:

1. Limiting the listings to a certain income level (80% of AMI and lower);
2. Incorporation into the City's affordable housing dashboard;
3. Ability to link to the actual listing;
4. Whether another organization provides this service;
5. Cost; and
6. Any other relevant factors.

### **BACKGROUND**

Access to real-time affordable housing is essential for ensuring that residents can locate safe, suitable homes quickly, particularly those earning 80% AMI or below. Currently, available housing data is scattered across different sources, such as landlord lists, online platforms, and nonprofit databases, and is rarely updated in a way that reflects immediate vacancies and other data that makes searching for safe and quality housing accessible. This creates unnecessary barriers for residents, especially those displaced suddenly who must make dozens of calls to locate a viable option.

An API based dashboard could automate the process by collecting listings from multiple online sources, filtering them for affordability, and integrating them into the City's Affordable Housing Dashboard. This would offer residents and housing service providers a single, reliable location for up-to-date listings, improve the efficiency of housing searches, and allow City leaders to monitor trends and direct resources strategically.

### **Income-Level Filtering ( $\leq$ 80% AMI)**

The API can be designed to apply filters by rent level, using HUD Fair Market Rents and AMI thresholds as benchmarks. A major challenge lies in parsing whether online listings include sufficient income and rent restriction information. Some listings disclose rent levels, but income qualifications may not always be listed, requiring further validation.

## **Integration with Affordable Housing Dashboard**

The City's Affordable Housing Dashboard already tracks subsidized housing development and availability. A properly configured API could be integrated, providing real-time feeds of private rental listings in addition to public/subsidized housing data. This would create a more comprehensive tool for residents.

## **Linking to Actual Listings**

The API can include direct hyperlinks to the source listing. This ensures accuracy and allows residents to contact landlords or property managers directly. However, care must be taken to remove expired listings and avoid broken links, requiring consistent maintenance and monitoring.

## **Other Providers of Similar Services**

Several third-party platforms already aggregate apartment listings, including affordable options. Partnering with or licensing from an existing provider may be more cost-effective than building a system entirely in-house and maintaining that system for accuracy and privacy compliance.

## **Considerations And Other Relevant Factors**

- **Development Costs:** A custom API could range from \$150,000–\$300,000 in development, depending on complexity and vendor selection.
- **Licensing/Partnership Costs:** Partnering with an existing platform could reduce upfront expenses, shifting costs to licensing fees or data-sharing agreements.
- **Staffing Needs and Ongoing Maintenance:** Annual operating and monitoring costs are estimated at \$50,000–\$100,000 to maintain accuracy, update filters, and ensure data quality. Dedicated IT/data staff or a contracted vendor would be required for oversight.
- **Data Accuracy & Fairness:** APIs cannot guarantee all affordable units will be captured, as some landlords do not list online or use smaller platforms.
- **Timeline:** A basic pilot could be implemented within 6–12 months if external partnerships are pursued; 12–18 months for a full in-house build.

## **OPPORTUNITIES FOR PARTNERING WITH AN OUTSIDE AGENCY**

### **1. Real-Time and Accurate Housing Information**

An API dashboard could consolidate housing listings from multiple sources into one real-time database, ensuring that residents, service providers, and City staff have immediate access to accurate and current information. This would be particularly beneficial during urgent relocation needs, reducing the delays and inefficiencies inherent in manually maintained lists.

### **2. Administrative Efficiency and Resource Savings**

Automation of housing vacancy searches would significantly reduce the time City staff and nonprofit navigators spend on repetitive tasks. With the API continuously updating listings, staff can redirect their efforts to direct assistance, case management, and strategic planning rather than data entry or verification.

### **3. Increased Transparency and Public Access**

A public-facing dashboard would give residents a clear, accessible view of all available in Cincinnati and the criteria used to identify them. This transparency can strengthen public trust, foster accountability, and encourage broader participation from landlords and property managers through targeted engagement.

#### **4. Data-Driven Decision Making**

Comprehensive housing vacancy data from this tool could be analyzed to identify emerging trends, geographic gaps in affordability, and areas with persistently high vacancies and turnover. This would equip the administration to design targeted interventions, prioritize investments, and strengthen applications for state and federal funding and or LIHTC tax credits.

#### **5. Advancement of City Goals**

By focusing on and or ensuring that units affordable to households at or below 80% AMI are included in the dashboard, this tool would directly support the City's objectives and help close the gap in access for low- and moderate-income households. Including the ability to link CMHA listings and vacancies would also be beneficial for residents in search of housing that accept vouchers or listings that are income restricted.

### **CHALLENGES TO CREATING AN API PLATFORM IN HOUSE**

#### **1. Financial Commitment**

Initial development costs for an API of this scope are estimated at \$150,000–\$250,000, with annual maintenance ranging from \$25,000–\$50,000. These costs must be weighed against other City priorities and budget constraints.

#### **2. Reliability of Source Data**

The system's effectiveness depends on timely and accurate data from listing sources. If landlords or platforms fail to update their listings regularly, the dashboard could display expired or incorrect information, leading to user frustration and diminished trust.

#### **3. Legal and Privacy Considerations**

Aggregating data from multiple listing services may require agreements to address intellectual property, terms of use, and privacy concerns. The City of Cincinnati must ensure compliance with applicable laws and best practices in data management.

#### **4. Limited Market Coverage Without Broad Participation**

If only a small number of landlords or platforms participate, the dashboard may present an incomplete picture of the housing market. Without comprehensive participation, the tool risks underrepresenting available housing options.

#### **5. Potential Redundancy with Existing Services**

Some nonprofits, advocacy groups, and commercial entities already provide housing search tools. Without distinctive features—such as income-based filters, integration with City programs, or policy analytics, the City's platform could duplicate existing services.

### **CITYWISE PARTNERSHIP**

The Administration recommends partnering with **CityWise**, a web-based service provider that works with municipalities to improve data-driven decision-making and public-facing information systems. CityWise has expertise in API development, predictive analytics, and housing market analysis, along with a track record of integrating community engagement into technical projects. Their involvement would help ensure the tool is accurate, easy to use, and tailored to the needs of Cincinnati residents.

## **RECOMMENDATION**

The Administration recommends moving forward with development of the Housing API dashboard in partnership with **City Wise Software LLC** under the terms of a three-year **Service and Software Licensing Agreement**, with the option to renew for up to three additional one-year terms.

CityWise brings to this project a proprietary, dynamic, searchable database technology specifically designed for affordable housing listings. Their platform uniquely lowers barriers for small property owners by charging listing fees only to owners with 20 or more units while still supporting large-scale landlords. This approach increases the diversity of listings, ensuring that smaller, often more affordable properties are represented. Including properties that are CMHA and accept Housing Choice Vouchers.

Current cities who have partnered with CityWise:

Milwaukee County, Wisconsin [Apartments.county.milwaukee.gov](https://apartments.county.milwaukee.gov)  
Green Bay, Wisconsin [Apartments.greenbaywi.gov](https://apartments.greenbaywi.gov)  
Oak Creek, Wisconsin [Apartments.oakcreekwi.gov](https://apartments.oakcreekwi.gov)  
City of Racine, Wisconsin [Apartments.cityofracine.org](https://apartments.cityofracine.org)  
Kenosha, Wisconsin [Apartments.kenosha.org](https://apartments.kenosha.org)  
Brooklyn Park, [Apartments.brooklynpark.org](https://apartments.brooklynpark.org)  
Muskegon, Michigan [Apartments.muskegon-mi.gov](https://apartments.muskegon-mi.gov)  
Burlington, Wisconsin [Apartments.burlington-wi.gov](https://apartments.burlington-wi.gov)

Under the proposed agreement with the City of Cincinnati, CityWise will:

- Host the housing listing platform on a subdomain of the City's website, maintaining the City's branding and user experience.
- Build and maintain a searchable, customizable database aligned with Cincinnati's neighborhood structure and terminology.
- Remove rented listings within 30 days to ensure accuracy.
- Provide quarterly reporting on usage, listing volume, and subscriber engagement.
- Market the platform locally to expand participation from property owners and managers.
- Deliver product support, technology upgrades, and monthly data backups at no cost to the City for installation or customization.

The agreement would allow the City to receive 20% of net listing fees annually, creating a small but sustainable revenue stream to offset administrative costs. Importantly, all development and integration work will be completed without direct City expenditure for platform setup, significantly reducing financial risk compared to building a comparable system from scratch.

This partnership aligns with the City's goals for a modern, equity-focused housing search tool and provides the technical foundation for integrating an API that can display real-time listings filtered for affordability (80% AMI and below) within the City's Affordable Housing Dashboard. Leveraging CityWise's proven infrastructure and local marketing plan will accelerate implementation, ensure reliability, and deliver immediate public benefit.

cc: Cathy Bailey, Interim Assistant City Manager  
Tiffany Michelle Brown, Chief Opportunity Officer

**Date:** August 6, 2025

**To:** Councilmember Meeka Owens  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Ordinance – Modifying CMC Chapter 871**

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Transmitted herewith is an ordinance captioned as follows:

**MODIFYING** Chapter 871, “Landlord-Tenant Relations,” of the Cincinnati Municipal Code by **AMENDING** Section 871-3, “Definitions,” and **ORDAINING** new Section 871-17, “Retaliation Prohibited,” to protect tenants and tenant organizations against retaliation for reporting hazardous or substandard living conditions and advocating regarding their tenancy.

EESW/MRM(dbr)  
Attachment  
4912-6333-5766

# City of Cincinnati

## An Ordinance No. \_\_\_\_\_

MRM

EESW

- 2025

**MODIFYING** Chapter 871, “Landlord-Tenant Relations,” of the Cincinnati Municipal Code by **AMENDING** Section 871-3, “Definitions,” and **ORDAINING** new Section 871-17, “Retaliation Prohibited,” to protect tenants and tenant organizations against retaliation for reporting hazardous or substandard living conditions and advocating regarding their tenancy.

WHEREAS, tenants living in residential rental property are entitled to safe and sanitary living conditions; and

WHEREAS, the City of Cincinnati’s enforcement of building, health, fire, and safety code provisions is primarily driven by complaints from residents, including tenants of residential rental property; and

WHEREAS, it is critical that tenants of residential rental property who report code violations and substandard living conditions at their place of residence can access the City’s code enforcement services; and

WHEREAS, tenants of residential rental property who seek intervention from the City’s code enforcement service providers should be protected from retaliation to ensure that City officials can perform their jobs and ensure owners of residential rental properties comply with health and safety regulations; and

WHEREAS, R.C. Section 5321.02(A)(1) prohibits retaliation against tenants living in residential rental housing who make complaints regarding the condition of their residence; and

WHEREAS, Council desires to create local protections for tenants living in residential rental properties who seek intervention by the City’s code enforcement officials to address reports of building, housing, health, fire, and safety code violations; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That existing Section 871-3, “Definitions,” of Chapter 871, “Landlord-Tenant Relations,” of the Cincinnati Municipal Code is amended as follows:

### **Sec. 871-3. Definitions.**

As used in this Chapter 871, the following words and terms shall have the meanings indicated in this section. Words and terms used and not specifically defined in this section, but which are defined in the Cincinnati Building Code, Title XI of the Cincinnati Municipal Code - Ohio Basic Building Code, shall have the meanings there defined. Words used in the singular

include the plural and the plural the singular. Words used in the masculine gender include the feminine, and the feminine the masculine.

- (a) “Director of Buildings and Inspections” or “Director” shall be construed to include the director of buildings and inspections and authorized employees appointed to perform specific duties of the Department of Buildings and Inspections in the enforcement of the provisions of the Ohio Building Code and the Cincinnati Building Code.
- (b) “Landlord” means the owner of a rental unit.
- (c) “Protected activity” or “protected activities” means any advocacy or action related to advocacy by a tenant or tenant organization intended to influence or impact the health, safety, or welfare of a tenant of residential rental property; the terms of a rental agreement; or the amount or payment of rent including, but not limited to:
  - (1) Reporting or complaining to an appropriate governmental agency of a violation of a building, housing, health, fire, or safety code that is applicable to the premises of the residential rental property;
  - (2) Reporting or complaining to the landlord, landlord’s agent or representative, or person in control of the residential rental property of any violation of R.C. 5321.04, Section 871-9, or any substantially similar successor statute or ordinance;
  - (3) Using or indicating an intent to use a right or remedy provided under R.C. 5321.07 or any substantially similar successor statute;
  - (4) Communicating or joining with other tenants for the purpose of negotiating or dealing collectively with the landlord on any of the terms and conditions of a rental agreement;
  - (5) Establishing or operating an organization intended to advocate for tenants or engage in protected activity;
  - (6) Distributing, posting, or placing leaflets on doors of rental units, in lobby areas, or common areas;
  - (7) Conducting door-to-door surveys to determine interest from tenants in establishing a tenant organization or promoting tenant rights;
  - (8) Offering information about tenant organizations, tenant rights, or landlord obligations;
  - (9) Assisting tenants to participate in tenant organization activities; or



- (10) Convening meetings of tenants to discuss, advocate, or plan to respond to issues related to tenant health, safety, or welfare; criminal activity at the premises; enforcement action by a governmental entity regarding the premises; or violations of building, health, or fire safety laws or standards.
- (d) “Rental agreement” means any contract or lease, whether written, oral, or implied by operation of law, for the rental of the rental unit.
- (e) “Rental unit” means the whole or part of a building including common areas used by a person for living dining, cooking, sleeping, and sanitation purposes owned or controlled by another, under an agreement for the periodic payment of rent.
- (f) “Retaliate” means increasing the tenant’s rent, decreasing services that are due to the tenant, or bringing or threatening to bring an action for possession of the tenant’s premises, serving a notice to leave the premises, terminating the tenant’s rental agreement, refusing to renew the tenant’s rental agreement or to continue the tenant’s tenancy, shutting off or interfering with access to utilities, refusing to accept rent payments, interfering with the tenant’s lawful use of the premises, or any other action or threat intended to deter or punish a tenant or tenant organizer from engaging in a protected activity.
- (g) “Security deposit” means any deposit of money or other property however denominated whose primary function is to secure the performance of the tenant under a rental agreement.
- (h) “Tenant” means an occupant of a rental unit other than an owner or operator.
- (i) “Tenant household” means an individual tenant who lawfully resides in a rental unit or two or more individuals who lawfully reside in the same rental unit, whether or not such individuals are related to one another by blood or marriage.
- (j) “Tenant organization” means any group of people who establish a group at the invitation or request of tenants for the purpose of addressing issues related to the health, safety, and welfare of tenants; the terms and conditions of their tenancy; health, building, fire, and other safety code compliance; and crime around the premises.
- (k) “Vacate order” means an order to vacate and keep vacant an occupied rental unit, which order is issued pursuant to the city’s police powers to protect public health, safety, and welfare, including pursuant to Section 3742.40 of the Ohio Revised Code, Rule 370-30-11 of the Ohio Administrative Code, Section 602-7 or Section 1101-65 of the Cincinnati Municipal Code, or the director’s authority pursuant to Section 5, Article XXI of the Cincinnati Administrative Code.

Section 2. That new Section 871-17, “Retaliation Prohibited,” of Chapter 871, “Landlord-Tenant Relations,” of the Cincinnati Municipal Code is ordained as follows:

**Sec. 871-17 Retaliation Prohibited.**

- (a) No landlord, landlord’s agent or representative, or person in control of the premises of a residential rental property shall retaliate or threaten to retaliate against a tenant or tenant organization because the tenant or tenant organizer engaged in a protected activity.
- (b) Nothing in section (a) of this section shall prohibit a landlord from:
  - (1) increasing the rent to reflect the cost of improvements installed at the residential rental property or to reflect an increase in other costs of operation of the residential rental property.
  - (2) enforcing a tenant’s obligations under R.C. 5321.05, Section 871-9, or any substantially similar successor statute or ordinance, so long as the landlord has not assumed responsibility for any of these obligations pursuant to R.C. 5321.13(F).
- (c) If a landlord acts in violation of section (a) of this section the tenant may:
  - (1) Use the retaliatory action of the landlord as a defense to an action by the landlord to recover possession of the premises;
  - (3) Recover possession of the premises; or
  - (4) Terminate the rental agreement.

In addition to the remedies described in division (c), the tenant or tenant organizer may recover from the landlord reasonable attorneys’ fees together with the greater of three times any actual damages or an amount equal to three times the periodic rent.
- (d) It shall be prima facie evidence of a violation of section (a) that a landlord, landlord’s agent or representative, or a person in control of the premises threatened to engage or engaged in an action listed in Section 871-3(f) within six months of a tenant engaging in a protected activity.
- (e) In addition to the remedies provided by Section 871-15, any person who violates, threatens to violate, or engages in a pattern of violations of this section shall be enjoined from further violation consistent with state law.

Section 3. That the City Manager and the proper City officials are authorized to take all necessary and proper actions to carry out the provisions of Section 1.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2025

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Deletions are indicated by strikethrough; additions are indicated by underline.